When Recorded Return To: Modelle First American Title Company P.O. Box 27670 Santa Ana, CA 92799 244/24/ Attn: GINA PANTOJA

Loan # 000096337-0

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

## **LEGAL DESCRIPTION**

LOT 98, SECTION "A", BROOK HOLLOW SUBDIVISION, IN SECTION 24, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, AS SHOWN BY PLAT THEREOF RCORDED IN PLAT BOOK 7, PAGE 8, IN THE OFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

\*This property is or will be improved by a single family dwelling.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of April 1, 2005, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$67,867.87, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date. The existing principal balance prior to modification was \$53,986.08.
- 2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the monthly rate of 8.250 %, from April 1, 2005. The Borrower promises to make monthly payments of principal and interest of U.S. \$509.87, beginning on the 1<sup>st</sup> day of May, 2005, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 1, 2035 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make payments at ABN AMRO Mortgage Group, Inc. or at such

other place as the Lender may require.

- 3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.
  - If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
- 4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, of relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

THIS DOCUMENT DRAFTED BY: JUDY BELL ABN AMRO MORTGAGE GROUP, INC. 320 E. BIG BEAVER ROAD TROY, MI 48083

(First Witness Please Print Name) Shere Toberto Second Witness Signature Sheree Roberts (Second Witness Please Print Name) STATE OF MS COUNTY OF Desoto) On this the 22 day of 2011, 2005, before me nank Johnson NOTARY PUBLIC, the undersigned officer, personally appeared Mike C TTINA LANCHAM , known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that (she) (he) executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seals. My Commission Expires: My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day

and year first above written.

\*\*\*\*\*\*\*\*\*\*\*SPACE BELOW THIS LINE FOR LENDER USE ONLY \*\*\*\*\*\*\*\*\*\*\*\*\* ABN AMRO MORTGAGE GROUP, INC.

ITS: OFFICER

SUSAN STREET

ROCHELLE MANSOR Witness

DONNA J DEMARIA

STATE OF MICHIGAN

Witness

)SS

COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 28th SUSAN STREET APRIL , 2005, by of , the OFFICER

day

ABN AMRO MORTGAGE GROUP, INC., on behalf of the bank.

Prepared by: Rochelle Mansor

AFTER RECORDING RETURN TO:

ABN AMRO Mortgage Group, Inc. 2600 West Big Beaver Road

Troy, Michigan 48084

Notary Public

County, Michigan

My Commission Expires

MICHAEL F. BRESEROUCK Notary Public - Michigan Macomb County acting in Caldand Count My Commission Expires Mar. 6, 2008

